

HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

THE POKÉMON COMPANY  
INTERNATIONAL, INC., a Delaware  
corporation,

Plaintiff,

v.

CRYSTAL CARVINGS, LLC, a Kentucky  
limited liability company; CLIFFORD  
NAIMAN, an individual,

Defendants.

Case No. 2:16-cv-00122-MJP

FINAL JUDGMENT AND PERMANENT  
INJUNCTION AGAINST DEFENDANTS  
CRYSTAL CARVINGS, LLC AND  
CLIFFORD NAIMAN

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

**FINDINGS AND CONCLUSIONS**

1. This is an action for copyright infringement under the Copyright Act, 17 U.S.C. § 101 *et seq.* In the Complaint, Plaintiff The Pokémon Company International, Inc. (“TPCi”) sought, among other relief, injunctive relief under 17 U.S.C. § 502.

2. The Court has original subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338. Venue is proper in this Court under 28 U.S.C. § 1391(b).

3. The Complaint alleges, in part, that Defendants Clifford Naiman and his entity Crystal Carvings, LLC (“Defendants”), copied, reproduced, displayed and distributed TPCi’s copyrighted Pokémon works without authorization, thereby infringing TPCi’s copyrighted works.

1 **FINAL JUDGMENT**

2 Judgment is entered in favor of TPCi and against Defendants.

3 **INJUNCTION**

4 1. For the purposes of this Permanent Injunction, the following definitions apply:

5 (a) “Copyrighted Work” shall mean any work, or portion thereof, whether  
6 now in existence or later created, in which TPCi, or a parent, subsidiary or affiliate of TPCi owns  
7 or controls a valid and subsisting exclusive right under the Copyright Act, 17 U.S.C. § 101 *et*  
8 *seq.*

9 (b) “Infringing Work” shall mean any unauthorized scan, copy, reproduction,  
10 counterfeit, derivative work or other colorable imitation of the Copyrighted Works or any part  
11 thereof. “Infringing Works” include “Poké Balls,” as defined below.

12 (c) “Poké Ball” refers to a glass or other transparent sphere manufactured and  
13 sold by Defendants or at their direction, which contains a reproduction or manifestation of a  
14 Pokémon character or images, including but not limited to the Pokémon Poké Ball and the  
15 Pokémon characters Pikachu, Charizard, Dragonite, Scyther, Mewtwo, Arcanine, Gengar, Eevee,  
16 Mew, Blastoise, Squirtle, Bulbasaur, and Charmander.

17 (d) “Days” means calendar days, unless otherwise specified.

18 2. Defendants and their agents, servants, employees, assigns, and all those in active  
19 concert or participation with any of them (“Enjoined Parties”), who receive actual notice of this  
20 Permanent Injunction by personal service or otherwise, are ORDERED and ENJOINED as  
21 follows:

22 (a) Effective immediately upon the entry of this Permanent Injunction, the  
23 Enjoined Parties are permanently enjoined from infringing the Copyrighted Works, either  
24 directly or contributorily, including generally but not limited to, by copying, reproducing,  
25 displaying, promoting, marketing, advertising, offering for sale or otherwise disposing of or  
26 distributing any Infringing Work.

27 (b) Effective immediately upon entry of this Permanent Injunction, the

1 Enjoined Parties shall cease any and all distribution, marketing, advertising, or other promotional  
2 activity with respect to any Infringing Work.

3 (c) Effective immediately upon the entry of this Permanent Injunction, the  
4 Enjoined Parties are permanently enjoined from inducing, aiding, abetting, contributing to, or  
5 otherwise assisting anyone in infringing upon any Copyrighted Work.

6 (d) Within seven (7) days of the entry of this Permanent Injunction,  
7 Defendants shall remove all advertisements or online promotion for any Infringing Works.

8 (e) Within thirty (30) days of the entry of this Permanent Injunction,  
9 Defendants shall destroy each and every piece of Infringing Work that is in their possession or  
10 control.

11 (f) Within thirty (30) days of the entry of this Permanent Injunction,  
12 Defendants shall provide an affidavit to TPCi, signed under penalty of perjury, certifying that  
13 they have complied with the removal and destruction of the Infringing Works as ordered herein.

14 3. If TPCi believes that Defendants have violated any provision of this Permanent  
15 Injunction, TPCi will provide Defendants with written notice of the alleged violation and  
16 Defendants will have five (5) business days after receipt of the notice to cure the alleged  
17 violation. If the alleged violation is not cured by the expiration of this 5-day period, TPCi may  
18 pursue any and all actions and relief in connection with the alleged violation.

### 19 **BINDING EFFECT**

20 IT IS FURTHER ORDERED that this Permanent Injunction shall be binding upon and  
21 inure to the benefit of the parties and all successors, assigns, parent entities, subsidiaries,  
22 officers, directors, members, shareholders, distributors, agents, affiliates, and all other persons  
23 who are in active concert or participation with anyone described herein, who receive actual  
24 notice of this Permanent Injunction by personal service or otherwise.

25 //

26 //

27 //

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7

IT IS SO ORDERED.

Wassily Reichman

Marsha J. Pechman  
United States District Judge